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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 533 OF 2016
WITH
NOTICE OF MOTION NO. 1690 OF 2016**

Prakash Melwani	...Plaintiff
<i>Versus</i>	
Glumex Pharmaceuticals Mfg. Pvt. Ltd.	...Defendants

Mr. Alankar Kirpekar, *i/b MAG Legal for the Plaintiff.*
Ms. Reeta Yadav, *i/b Reeti Law Associates, for the Defendants.*

CORAM: G.S. PATEL, J
DATED: 19th September 2016

PC:-

1. Ms. Yadav states that she has instructions from the Defendants to submit to a decree in terms of prayer clauses (a), (b) and (c). The statement is noted and accepted.

2. The Suit is decreed in favour of the Plaintiff in terms of prayer clauses (a), (b) and (c) of the Suit. In view of this, Mr. Kirpekar does not press his prayer in damages.

3. The Suit is decreed in these terms. Drawn up decree dispensed with. Refund of court fee, if any, in accordance with the Rules.
4. There was an *ex parte* ad-interim order dated 7th April 2016. The Court Receiver has seized and sealed certain goods. The Defendants will destroy the offending packaging at their cost within three weeks from today. The Defendants will file an Affidavit of Compliance within three weeks thereafter.
5. The Court Receiver is to stand discharged without passing accounts but on payment of his costs, charges and expenses by the Plaintiffs within three weeks from today.
6. The Suit is disposed in these terms.
7. In view of this, the Notice of Motion does not survive and is disposed as infructuous.

(G. S. PATEL, J.)